



Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

515-239-1310

Fax 515-239-1538

December 11, 2008

**Iowa Department of Transportation
Office of Procurement and Distribution
Ames, Iowa
Contract Extension Agreement
For
08 A07: Single Axle Snow Removal Trucks
Contract No: 5074**

The undersigned agrees to extend Contract No.: 5074 for Single Axle Snow Removal Trucks to the Iowa Department of Transportation under the same terms and conditions as specified in the letting of December 19, 2007 with an agreed upon price increase of 5.5%, including the base turn-key bid and all options.

This agreement extends the contract period through January 28, 2010.

O'Halloran Int'l Inc.
P.O. Box 1804
Des Moines, IA 50305

Iowa Department of Transportation

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing
Office of Procurement and Distribution

1-2-09

Date of Countersignature

By Bob Kayser Bob Kayser

Altoona Iowa 50009
City State Zip Code

Phone No. 515-967-3300

12/31/08

Iowa Department of Transportation
Office of Procurement & Distribution
Contract

Contract #:5074

08 A07: SINGLE AXLE SNOW REMOVAL TRUCKS EXT 1

This agreement is between the Iowa Department of Transportation,
Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

O'HALLORAN INT'L INC
of PO BOX 1804 DES MOINES, IA 503051804 (hereinafter "Supplier").

1. In consideration of
Four Million Six Hundred Fifty Thousand Six Hundred Sixty Four and 00/100
dollars (\$4,650,664.00) payable as set forth in the specifications.
Supplier hereby agrees to furnish machinery, equipment, materials
and supplies, or to provide services, all as herein specified, to
be furnished as provided in the notice and instructions to
bidders, and in the plans and specifications for
08 A07: SINGLE AXLE SNOW REMOVAL TRUCKS EXT 1, PER
SPEC. NO./PROJ. NO. Proposal #4092,
as let on DECEMBER 19, 2007 at the following
agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	39	EACH	108,178.0000	0.00	4,218,942.00
TURNKEY SINGLE AXLE SNOW REMOVAL TRUCKS COMPLETE AMES MACHINE SHOP, AMES CHASSIS MAKE: INTERNATIONAL MODEL: 7000 SERIES EQUIPMENT INSTALLER: MONROE TRUCK EQUIPMENT					
Price to include:					
\$64,435 TRUCK CAB CHASSIS					
\$11,354 VENDOR PREP.					
\$12,507 HYDRAULIC SYSTEM					
\$9,284 4 CU YD BODY WITH HYD. HOIST					
\$3,585 STAINLESS STEEL TAILGATE SPREADER LEFT DISCHARGE					
\$2,582 140 GALLON TAILGATE MOUNTED PRE-WETTER					
\$4,431 SWITCH PANEL & ELECTRICAL INSTRUCTIONS					
0002	3	EACH	871.0000	0.00	2,613.00
Option No.1: Front Axle 16,000 Lb. DANA I-160W Part or Model Number: Dana I-160W					
0003	4	EACH	2,103.0000	0.00	8,412.00
Option No.2: Extended Cab INTERNAIONAL 7000 SERIES EXTENDED CAB					
0004	1	EACH	6,312.0000	0.00	6,312.00
Option No.3: Crew Cab INTERNAIONAL 7000 SERIES CREW CAB					
0005	21	EACH	1,403.0000	0.00	29,463.00
Option No.4: Dual Spreader (DS) MONROE MS966-TS-201-IA					
0006	0	EACH	755.0000	0.00	0.00
Option No.5: Center Spreader (CS) MONROE MS966-OD-201-IA					

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0007	0	EACH	352.0000	0.00	0.00
	Option No.6: Right Spreader (RS)				
	MONROE MS966-OWRH-201-IA				
0008	0	EACH	6,807.0000	0.00	0.00
	OPTION NO.7: LEFT ZERO-VELOCITY SPREADER SYSTEM				
	MONROE ACC-PLACE-LH				
0009	1	EACH	6,807.0000	0.00	6,807.00
	OPTION NO.8: RIGHT ZERO-VELOCITY SPREADER SYSTEM				
	MONROE ACCU-PLACE-RH				
0010	1	EACH	3,104.0000	0.00	3,104.00
	OPTION NO.9: LEFT WINTER COMBINATION TAILGATE				
	MONROE RTS86X42-6-OW-201-IA				
0011	11	EACH	4,087.0000	0.00	44,957.00
	OPTION NO.10: DUAL WINTER COMBINATION TAILGATE				
	MONROE RTS86X42-6-DD-201-IA				
0012	1	EACH	9,200.0000	0.00	9,200.00
	OPTION NO.11: ZERO-VELOCITY WINTER COMBINATION				
	MONROE RTS86X42-6-OW-201-IA-ACCU-PLACE				
0013	1	EACH	9,955.0000	0.00	9,955.00
	Option No.12: Radius Dump Body With 150 Gallon Pre				
	MONROE RDS-120-96-56				
0014	13	EACH	3,890.0000	0.00	50,570.00
	Option No.13: Light Duty Mid-mount Wing (LDW)				
	MONROE 8EXWMB-IA/STR				
0015	3	EACH	7,886.0000	0.00	23,658.00
	Option No.14: Medium Duty Front Wing (MDFW)				
	MONROE MPW-8				
0016	19	EACH	10,940.0000	0.00	207,860.00
	Option No.15: Underbody Snow Plow (UBP)				
	MONROE FMB11-IA				
0017	1	EACH	0.0010	0.00	0.00
	Option No.16: Schmidt/Wausau SQH Front Plow Hitch				
	MONROE SQH				
0018	1	EACH	2,036.0000	0.00	2,036.00
	Option No.17: Automatic Tire Chains (TC)				
	INSTA-CHAIN INSTA-CHAINS				
0019	1	EACH	2,076.0000	0.00	2,076.00
	Option No.18: Automatic Tarp (AT)				
	US TARP AUTOMATIC TARP				
0020	1	EACH	729.0000	0.00	729.00
	Option No.19: Casting Hydraulic Circurits (CH)				
	MONROE ELECTRIC-SELECTOR				
0021	1	EACH	8,519.0000	0.00	8,519.00
	OPTION NO.20: MEDIUM DUTY REAR WING (MDRW)				
	MONROE MPW-8-RM				
0022	1		9,284.0000	0.00	9,284.00
	B040, DUMP BODY, 4 CUBIC YD				
	CRYSTEEL 10' CUSTOM W/RC650				
0023	1		3,585.0000	0.00	3,585.00
	08 B590: SPREADER, LEFT DISCHARGE				
	MONROE MS966-OW/LH-201-IA				
0024	1		2,582.0000	0.00	2,582.00
	08 B568: PREWET SYSTEM, 140 TAILGATE				
	MONROE PW140-IA				

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated DECEMBER 19, 2007;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction", 1992 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and

3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before JANUARY 30, 2008 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JANUARY 28, 2010.
4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. Supplier certifies that it is not in violation of Iowa Code section 314.2.

314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.
9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result

in the Agency or its representative filing for damages for breach of contract.

10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.

11. Additional terms:

This is a one (1) year contract with the option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Office of Procurement and Distribution, Purchasing Section.

CONTRACT WAS EXTENDED JAN 2, 2009 AT 5.50% jg

Dated _____

Iowa Department of Transportation
Operations & Finance Division
Purchasing Director
(Agency)

O'HALLORAN INT'L INC
(Supplier)

By _____

By _____